



## **Project COPE**

### **Driver Alcohol Education (DAE) Program**

### **Statewide Client-Agency Agreement contract**

Welcome to Project COPE Driver Alcohol Education (DAE) program. The goal of our program is to provide an educational experience related to alcohol and other drug use, its effect on driving and other life problems. It is the intent of our program to raise your awareness and to influence behavioral changes, thereby lowering your risk for any future DUI and/or other substance use-based problems. Although your enrollment is mandated, we hope your experience will nonetheless be positive. We are here to assist you in whatever way we can.

This document will serve as an agreement between you and our agency. It is intended to inform you of the rules and expectations of our program. Violation(s) of the rules/expectations often have serious consequences, so please read this document carefully before signing it. The intake counselor will clarify any questions you might have and the DAE Program Director is available to help you with any unresolved questions. You may reach the Program Director, Danielle Buckley during regular business hours by calling (781)-581-9270.

If you are refused admission into our program, we must justify your refusal based on a clinical reason and make a recommendation to the court (or referring agency) for a more appropriate level of care. Please be advised that every DAE program in the state must comply with the following rules, expectations and reporting procedures. Upon written request, you have a right to review your records. The time and place for the review will be arraigned. The Program Director or Executive Director will be present at the review. You have the right to grieve any specific agency policy or procedure. State regulations require this agency to have a written grievance procedure, which is available for your review upon request. The Clinical Director may make periodic visits to a group in order to ensure the quality.

#### **Program Content**

You are expected to attend 40 hours of programming, as follows:

- One individual intake session (not to exceed 90 minutes)
- Thirty-two (32) hours of psycho-educational group sessions (one two hour session each week for 16 weeks)
- Two (2) hours of victim impact awareness
- Four (4) hours of attendance at a community-based self-help meeting
- One individual discharge (exit) session (not less than 30 minutes)

It is your responsibility to complete each aspect of the DAE Program. Failure to do so will result in a notification being sent to your referring court and possible suspension/termination. It is your responsibility to stay in contact with the program until you receive a formal certificate/letter of completion.

#### **Attendance and Tardiness Policy**

Your attendance at all groups is required. Attendance is taken at each group. In the unlikely event that you must miss a group because of an emergency, you must contact your group facilitator immediately and documentation will be required. All absences must be made up. If you are absent more than two times during the course of the program your participation will be suspended until the matter can be reviewed. This might result in a court hearing as it is a violation of your probation. If the court allows you to return to the program you may restart the program from Week one.

You are required to be on time for all groups including the victim-impact sessions. If you are late for a group you may not be allowed in, an absence will be charged that will require a make-up group session. If the tardiness results in your 3<sup>rd</sup> absence, then you will be suspended pending a court review.

#### **Sobriety policy**

You are expected to abstain from alcohol and all illicit substances for a period of 24 hours prior to the start of any program activity. If you are suspected of drinking or using illicit substances you will be asked to take a breathalyzer or other form of toxicology test (e.g., urine test) voluntarily. Your failure to submit will result in your immediate suspension. If you are asked (at the client's expense) to take a urine test, the program staff will assist you with information on where one can be conducted. You will be expected to complete the urine test within a specified period of time set by the program. If a test indicates the presence of alcohol or an illicit substance(s), you will immediately be suspended from the program pending a court hearing and your probation officer will be notified. In addition, if during this incident you drove to class you will be asked to secure your car and arraign for alternative transportation (the program staff can assist you with this). If you insist on driving your car, the police will be notified. You will also be subject to a random breathalyzer test at any time as a means to ensure safety of all participants and the integrity of the program.

**Suspension from the Program for Inappropriate Behavior**

The following behaviors may result in suspension from the program:

- Possession of anything considered dangerous to self or others
- Possession of alcohol or any illicit substance
- Verbal abuse, vulgarity, racial, ethnic, sexual or religious slurs
- Disruptive behavior (talking, sleeping, etc.)
- Threats, negative gestures or any acts of violence
- Continued (after being warned to discontinue) rudeness, demeaning or disrespectful speech or other behaviors that lead to the disruption of the group
- Improper dress and/or poor hygiene, as determined by staff
- Failure to adhere to the expectation that participants maintain the confidentiality of each group member’s right to privacy

**Smoking Policy**

Smoking is not allowed anywhere on the property.

**Class Cancellation Policy**

In case of inclement weather or other emergency that may cause a group session to be cancelled, it is your responsibility to contact the program to obtain information regarding cancellation. If a group is cancelled, the expected timeframe for completion of the program will be extended.

**Updated Client Information**

You are required to inform the DAE program of any changes to your home and mailing address and phone number(s).

**Release of Information Forms and Confidentiality**

DAE programs have a dual service relationship between you and the District Court Probation Office from which you were referred. Because of this, you will be requested to sign a Release of Information Form that will allow staff to disclose pertinent information to the court. You may also be asked to sign other release forms to assist staff with communicating and informing other pertinent parties. If you are under the age of 21 and attending this program to satisfy the court and/or the Registry of Motor Vehicles, you will be required to sign a Release of Information Form for the Registry. During the intake session you will have your confidentiality rights thoroughly explained to you, including areas of discussion in group where information can be shared without your consent. You have the right to withdraw your release at any time; however, doing so may impact your continued participation in the program.

**Documentation of Enrollment for Hardship License/ Under 21- 180 day wavier**

At the time of this intake you should be aware of your eligibility for either a Hardship license or under 21 – 180 day waiver or both. If you need a letter of enrollment for either consideration, a letter will be made available upon the completion of the initial intake session. Our program reserves the right to withhold this letter based on findings in the initial intake.

**DAE Program Fees**

Your payment options have been explained to you (either by the court or our fiscal department). The fee for this program is \$567.22, as established by the Massachusetts Rate Setting Commission. **An initial payment of \$167.22 must be paid to schedule an intake appointment. The balance is paid over the duration of the program (\$25.00 per group session).** The program fee is inclusive except for additional fees that may be assessed for makeup sessions, missed appointments and costs for toxicology (drug) tests. If you have been granted a program fee wavier by the court you will be expected to pay for additional fees. These fees will not exceed the established unit cost of the service by the Commission (i.e., \$55.17 per 1-hr. individual session and \$28.55 per 2-hour group session). The program may excuse make-up fees with legitimate and documented proof of the absence. You have agreed to a payment schedule. Failure to adhere to your payment schedule could result in your suspension from the program. Counselors and business staff are available to discuss any difficulties you have with making your payment. Completion certificates will be withheld until all fees are paid in full. If a Judge terminates you from further participation and you have paid for services not yet rendered, then you are entitled to a refund.

I have read the above statements and have had all of my questions answered. By signing this document I attest that I agree with and will adhere to each aspect of this document.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Intake Counselor

\_\_\_\_\_  
Date